# CONTRACT #18 RFS # N/A UT # 99010

# **University of Tennessee Health Science Center**

VENDOR: University Health Systems



#### VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

April 15, 2008

RECEIVED

APR 1 5 2008

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8<sup>th</sup> Floor
Nashville, TN 37243-0057

**FISCAL REVIEW** 

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University Health Systems to provide patient services for the Southwest Oncology (SWOG) study.

The SWOG is one of the largest cancer clinical trials cooperative groups in the United States. Funded by grants from the National Cancer Institute, SWOG studies many adult cancer types and has approximately 120 clinical trials underway at any given time. As a member of the SWOG network, which consists of more than 5,000 physician-researchers practice at nearly 550 institutions, we are able to participate in any or all of the trials sponsored through the group. The University Health Systems (formerly the UT Medical Center in Knoxville) maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This amendment continues the patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients participating in this study.

The current contract, which expires on June 30, 2008, was approved by the committee on April 23, 2007. The proposed amendment extends the contract through June 30, 2009 with no change in the current maximum contract liability of \$316,000.

If you have questions or need additional information, please let me know.

Respectfully,

Oyluis Channon Mazus

Sylvia Shannon Davis
Vice President for Strategic Planning and Operations

c: Dr. John D. Petersen

Mr. Anthony Ferrara

Mr. Anthony Havnes

Dr. Pat Wall

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### THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date
or System Office Approval	pate

	EACH I	REQUEST ITEM BELOW MUS	T BE DETAILED OR ADDRESSED AS I	REQUIRED.		
1)	UT Tracking Number:		44.44.44.44.44.44.44.44.44.44.44.44.44.			
2)	Campus/Institute Name: UTMCK/08 University Health Systems - Research Center					
		EXISTING CO	ONTRACT INFORMATION			
3)	Short Description:  Amend/extend contract # 99010 for Southwest Oncology Group (SWOG) to provide services to conduct clinic trials. Pl: Whid Hanna, M.D.					
4)	Proposed Vendor:	Name: University Health Systems				
		Vendor Number:	1013888			
		Vendor ID:	31-1626179			
5)	Contract # 99010/98883/90407/84670/79668					
6)	) Contract Start Date: 04/01/02					
7)	) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised: 06/30/08					
8)	) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised: \$316,000					
		PROPOSED AN	MENDMENT INFORMATION			
9)	Proposed Amendment #					
10)	0) Proposed Amendment Effective Date: 07/01/08					
11)	Proposed Contract End Da	ate IF <u>all</u> Options to Exten	d the Contract are Exercised:	06/30/09		
12)	2) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised: \$316,000					
13)	Approval Criteria: use of Non-Competitive Negotiation is in the best interest of the university					
	only one uniquely qualified service provider able to provide the service					
14)	4) Description of the Proposed Amendment Effects & Any Additional Service					

Amend/extend contract for Southwest Oncology Group (SWOG) to provide services to conduct cli Investigator is Wahid Hanna, M.D. This amendment will extend the contract time period for one y maximum liability of \$316,000.00.	inical trials. Principal ear with no change in
15) Explanation of Need for the Proposed Amendment:	
To provide oncology trials to a patient population	
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed cinstitution)	contractor is a state education
University Health Systems	
Cancer Institute	
1934 Alcoa Hwy., Suite 473	
Knoxville, TN 37920	
17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)	
18) Documentation of Department of Personnel Endorsement: N/A (required <u>only</u> if the subject service involves training for state employees)	
19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)	
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alt	ternatives :
We will be purchasing services to perform clinical oncology trials as part of a contractual agreement with S	SWOG.
21) Justification for the Proposed Non-Competitive Amendment :	
University Health Systems (UHS) maintains a fully staffed oncology clinical trails department with the staff clinical trials for cancer patients seen by UT faculty members including the Principal Inverstigator, Wahid I perform these studies are employed by UT and UHS. This contract is for services rendered for participation Group research of breast cancer. This is an ongoing open-ended study conducted at UT Medical Center in Principal Investigator is a UT faculty member and has patients in primary clinical affiliation with UTMCK the collaboration, it is essential that continuity of services including patient care, medical records and patient to	Hanna, M.D. The staff that on in the Southwest Oncology in Knoxville (UTMCK). This rough UHS. In this research
APPROVALS:	
Department Head or Designee	Date
Campus/Unit Purchasing Officer or Designee	Date
Chancellor/Chief Business Officer or Designee	Date
Additional Approval for Non-Delegated Contracts	
Vice President or their Designee	Date

### **Additional Approval for Fiscal Review Contracts**

Vice President for Strategic Planning and Operations	Date

### THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

University on		(hereinafter Contractor), which Contract was signed by the
By mutual agreement, the University and the Contractor agree to the following amendment:  Amend contract 99010/98883/90407/84670/79868 to extend services to perform the Southwest Oncology Group (SWOG) clinical rials with Wahld Hanna, M.D. Extend services through 06/30/09 with no changes in maximum liability of \$316,000.00.  All other terms remain unchanged.  All other terms remain unchanged.  In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duuthorized representatives.  OR CONTRACTOR:  FOR UNIVERSITY:  Department of Medicine  Department Name  R105209082  Rasponsible Account (if applicable)  Intel  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature  Anthony Ferrars, VC Finance and Operations  Authorized Official Name (printed)	Jniversity on 04/02	
All other terms remain unchanged.  All other terms remain unchanged.  Witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their durithorized representatives.  PR CONTRACTOR:  Granture  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature  Anthony Ferrara, VC Finance and Operations  Authorized Official Name (printed)	04/04/05	cover page, the University's Standard Terms and Conditions and
All other terms remain unchanged.  All other terms remain unchanged.  witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duuthorized representatives.  OR CONTRACTOR:  FOR UNIVERSITY:  Department of Medicine  The parties have had this Contract executed by their duuthorized representatives.  Administrative Signature (optional)  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature  Anthony Ferrara, VC Finance and Operations  Authorized Official Name (optional)	By mutual agreement, the University and the	ne Contractor agree to the following amendment:
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#### STANDARD TERMS AND CONDITIONS

- 1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of
  insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this
  Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal Immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.



## GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

#### Rep. Charles Curtiss, Chairman

Representatives

Donna Rowland David Shenard

Curry Todd

Eddie Yokley

Curtiss Johnson

Gerald McCormick

Mary Pruitt

Curt Cobb

Craig Fitzhugh, ex officio

Speaker Jimmy Naifeli, ex officio

Sen. Douglas Henry, Vice-Chairman

Senators

Doug Jackson Bill Ketron Reginald Tate
Jamie Woodson

Paul Stanley

Randy McNally, ex officio

Li. Governor Ron Ramsey, ex officio

#### MEMORANDUM

TO:

Dr. John D. Petersen, President

University of Tennessee

FROM:

Charles Curtiss, Chairman, Fiscal Review Committee

Bill Ketron, Chairman, Contract Services Subcommittee

DATE:

April 24, 2007

SUBJECT:

**Contract Comments** 

(Contract Services Subcommittee Meeting 4/23/07)

RFS# N/A

Department:

University of Tennessee/Health Science Center

Contractor:

University Health Systems (UHS)

Summary: Amendment to extend for one additional year, from July 1, 2007, through June 30, 2008, existing contract to provide patient services (follow-up, recordkeeping, enrollment, recruitment) for oncology patients participating in the Southwest Oncology (SWOG) study.

Maximum liability: \$216,000

Maximum liability w/amendment: \$316,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Ms. Sylvia Davis, Vice President for Administration and Finance

#### THE UNIVERSITY of TENNESSEE



#### Vice President for Administration and Finance

711 Andy Holt Tower Knoxville, TN 37996-0174 Phone: (865) 974-2243 Fax: (865) 974-1324

April 10, 2007

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8<sup>th</sup> Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University Health Systems to provide patient services for the Southwest Oncology (SWOG) study.

The SWOG is one of the largest cancer clinical trials cooperative groups in the United States. Funded by grants from the National Cancer Institute, SWOG studies many adult cancer types and has approximately 120 clinical trials underway at any given time. As a member of the SWOG network, which consists of more than 5,000 physician-researchers practice at nearly 550 institutions, we are able to participate in any or all of the trials sponsored through the group. The University Health Systems (formerly the UT Hospital in Knoxville) maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This amendment continues the patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients participating in this study.

The effective dates of the current contract and subsequent amendments are April 1, 2002 through June 30, 2007. The proposed amendment extends the contract through June 30, 2008. The maximum liability, as a result of the proposed amendment, increases from \$216,000 to \$316,000.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen Mr. Anthony Ferrara Mr. Anthony Haynes

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RES#					Contract#				
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					State Agens	柳桃	ision		
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2003						\$	42,000.00	\$	42,000.00
2004				<b></b>			50,000.00		92,000.00
2005			·				24,000.00		116,000.00
2006&2007				<u> </u>			100,000.00	<del> </del>	216,000.00
2008						<u> </u>	100,000.00	ļ	316,000.00
TOTAL	\$	- \$	_	\$	-	\$	316,000.00	\$	316,000.00
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2004	\$ 92,00			CO T SCHOOLSE	1.11,11.1				
2005	\$ 116,00	0.00		1	Sylvia Shanr	ion L	avis, VP Administr	ation and Fi	nance
2006&2007	\$ 100,00	0.00		Finding	Centro ation		ication required by	6 All Siglets	MK3: that there is
2008		\$	100,000.00	alpalance	in the appropria	tionifi	om which the lob ligat	ed expenditu	ers requirectione
				paid (pati	smot otherwise (	ncun	on which the college receito pay obliga	or siprevious	ly incurred)
OTAL:	\$ 216,00	0.00 \$	100,000.00						
End Cate	6/30/2008		6/30/2008	Ī					
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			he UT Hospital in Kno						
expertise to	o conduct clinical tria	ils for cand	er patients seen by U	T faculty m	embers. This ar	mend	ment continues the p	atient service	s (followup,

recordkeeping, enrollment, recruitment) for oncology patients participating in this study.

### REQUEST: NON-COMPETITIVE AMENDMENT

	APPROVED
	University of Tennessee System Office Approval
İ	Date:

	EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.						
1)	) UT Tracking Number 99010						
2)	Campus/Institute Name: University of Tennessee Health Science Center						
	EXISTING CONTRACT INFORMATON						
3)	) Short Description : Patient services for the Southwest Oncology (SWOG) study						
4}	Proposed Vendor : University Health Systems (UHS)						
5)	98886 98886						
6)	6) Contract Start Date : April 1, 2002						
7)	7) Current Contract End Date IF all Options to Extend the Contract are Exercised : June 30, 2008						
8)	8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised : \$216,000						
		PROPOSED AMENDMENT INFORMATON	<u></u>				
9)	9) Proposed Amendment # 5						
10)	10) Proposed Amendment Effective Date: July 1, 2007						
11)	11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : June 30, 2008						
12)	12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$316,000						
13)	3) Approval Criteria : use of Non-Competitive Negotiation is in the best interest of the state (select one)						
	only one uniquely qualified service provider able to provide the service						
14)	14) Description of the Proposed Amendment Effects & Any Additional Service :						

The proposed amendment extends the time period for patient services provided as part of the clinical trial.
15) Explanation of Need for the Proposed Amendment :
To continue patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients in the Southwest Oncology clinical trial.
16) Name & Address of Contractor's Current Principal Owner(s) :  (not required if proposed contractor is a state education institution)
University Health Systems, Cancer Institute, 1934 Alcoa Highway, Suite 473, Knoxville, TN 37920
17) Documentation of Office for Information Resources Endorsement : N/A (required only if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement : N/A (required only if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement : N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
The Principal Investigator for this project, Wahid Hanna MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.
21) Justification for the Proposed Non-Competitive Amendment :
UHS maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This contract acquires the services needed to participate in the SWOG. The Principal Investigator for this project, Wahid Hanna MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.
REQUESTING AGENCY HEAD SIGNATURE & DATE:  (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)
DEPARTMENT HEAD: DATE:
SYSTEM APPROVAL: approved by FRC DATE: 4/24/07

### THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

Universit	y Health Systems	(hereinafter Contractor), which Contract was signed by the
University on	04/02	**************************************
This Contract	amendment consists of this additional pages.	s cover page, the University's Standard Terms and Conditions and
By mutual agn	coment, the University and	the Contractor agree to the following amendment:
Amend contract to Southwest Oncology clin	extend contract period for pa ical trial with PI - Wahld Hann	atient services (record keeping, follow-up, recruitment, enrolliment) for the a, MD and to increase amount by \$100,000.
New contract period 07/0	91/07 - 08/30/08.	
lew contract maximum l	iability amount \$316,000	
		· · · · · · · · · · · · · · · · · · ·
		•
		:
	remain unchanged.  ptance of the terms of this ves.	agreement, the parties have had this Contract executed by their duly
OR CONTRACTOR:		FOR UNIVERSITY:
Penson &		
Ignature Inse R. Hawk, MPH		Department Name
rinted Name ' Cancer institute Cancel	· Services	Responsible Account (if applicable)
tie iversity Health Systems		Administrative Signature (optional)
idress 34 Alcoa Highway, Sulte	473	Administrative Printed Name
oxville, TN 37920		Authorized Official Signature
5-544-8767		Author Red notice (1 Opperations)
lephone Number		3.21.07
1626179		
SN or Fed. ID Number		

#### STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature
  page of this Contract.
- 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- A. Any partners or employees of the Contractor who are also employees of the University.
- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Iennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.